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Attorneys for Plaintiff:
VACATION BIKE RENTALS

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VACATION BIKE RENTALS, LLC,
A LIMITED LIABILITY COMPANY,

Plaintiff,

vs.

KITZUMA CORPORATION, A
CORPORATION, DBA KITZUMA
CYCLING LOGISTICS; BIKEEXCHANGE
LIMITED, AN AUSTRALIAN COMPANY,
DBA KITZUMA CORPORATION AND
KITZUMA CYCLING LOGISTICS.
GETCARRIER, LLC, A LIMITED
LIABILITY COMPANY; AND EMPIRE
NATIONAL, INC., A CORPORATION.

Defendants.

) Case No.: 2:24-cv-07105-CAS-MAA

) **SECOND AMENDED COMPLAINT FOR**
) **DAMAGES**

-) 1. BREACH OF CONTRACT
) 2. NEGLIGENCE
) 3. COMMON CARRIER LIABILITY
) AND THE CARMACK AMENDMENT
) 4. UNJUST ENRICHMENT
) 5. NEGLIGENT TRANSPORTATION
) AND HANDLING
) 6. NEGLIGENT ENTRUSTMENT

) **PRINCIPAL**
) **AMOUNT: \$350,000.00**

) **PLAINTIFF'S DEMAND FOR JURY**
) **TRIAL**
)

1 Comes now, Vacation Bike Rentals, LLC ("Plaintiff"), and
2 for causes of action against Defendants Kitzuma Corporation,
3 Doing Business as Kitzuma Cycling Logistics; Bikeexchange
4 Limited, an Australian Company, doing business as Kitzuma
5 Corporation and Kitzuma Cycling Logistics; Getcarrier LLC; And
6 Empire National, Inc., alleges as follows:

7 This action arises from the mismanagement and loss of a
8 valuable shipment entrusted by Plaintiff Vacation Bike Rentals,
9 LLC, to Defendants for interstate delivery. In May 2024,
10 Plaintiff purchased 131 e-bikes valued at \$75,000.00 and
11 contracted with certain Defendants to arrange for the safe
12 transport of the shipment from Asheville, North Carolina, to
13 Sausalito, California. Despite this agreement, Defendants failed
14 to exercise reasonable care in the release and handling of the
15 shipment, resulting in its theft. This lawsuit seeks damages and
16 equitable relief based on the Defendants' Contractual Breaches,
17 Negligence, Carmack Amendment, and Unlawful Business Practices.

18 **PARTIES**

19 1. Plaintiff is a California Limited Liability Company with
20 its principal office located in Mill Valley, California. At all
21 times mentioned herein, Plaintiff operated and continues to
22 operate the vacation bike rentals, delivery, and bicycle sales
23 business.

24 2. Defendant KITZUMA CORPORATION is a corporation doing
25 business as KITZUMA CYCLING LOGISTICS ("Kitzuma"), with its
26 principal place of business in Asheville, North Carolina.
27 Defendant Kitzuma is domiciled and a citizen of the State of
28

1 North Carolina. At all times mentioned herein, Kitzuma operated
2 a warehouse facility serving the cycling logistics industry.

3 3. Defendant BIKEEXCHANGE LIMITED is an Australian company
4 doing business as KITZUMA CORPORATION and KITZUMA CYCLING
5 LOGISTICS ("BikeExchange"). At all times mentioned herein,
6 BikeExchange owned and operated Kitzuma Corporation and Kitzuma
7 Cycling Logistics, conducting business globally in Australia,
8 Europe, and North America, including within this judicial
9 district.

10 4. Defendant GETCARRIER LLC ("GetCarrier") is a limited
11 liability company with its principal place of business in Dover,
12 Delaware. Upon information and belief, GetCarrier operates as a
13 transportation property broker in all fifty states, including
14 California. GetCarrier is domiciled in and is a citizen of the
15 State of Delaware.

16 5. Defendant EMPIRE NATIONAL, INC. ("Empire") is a
17 corporation with its principal place of business in Fletcher,
18 North Carolina. Upon information and belief, Empire conducts
19 business as a motor carrier in all fifty states, including the
20 State of California and this judicial district. Empire is
21 domiciled in and a citizen of the State of North Carolina.

22 6. The complete true names and capacities of individuals and
23 entities are unknown to Plaintiff, who will amend this Complaint
24 to insert the true names and capacities when they have been
25 ascertained.

JURISDICTION AND VENUE

7. This judicial district is the proper venue for this action because Plaintiff, Vacation Bike Rentals LLC, is a Limited Liability Company incorporated in California, with its principal location of business is located in Mill Valley, California. The plaintiff is a citizen of California under applicable federal law. Vacation Bike Rentals LLC is a single-member LLC, with its sole member and managing officer, Dave McLaughlin, also residing in California, further confirming California citizenship. Additionally, the venue is proper in this district because Plaintiff's property, consisting of 131 purchased bicycles, was converted and stolen while in transit in San Fernando, California, within the County of Los Angeles. Accordingly, venue is proper under 28 U.S.C. § 1391(b)(2).

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a) because there is complete diversity of citizenship between Plaintiff and all Defendants, and the amount in controversy exceeds \$75,000, exclusive of interest and costs. Plaintiff Vacation Bike Rentals, LLC is a citizen of California, and Defendants are citizens of Delaware, North Carolina, and Australia. Venue is proper in this judicial district pursuant to 28 U.S.C. § 1391(b)(2) because a substantial part of the events or omissions giving rise to the claims occurred in this district, including the misdelivery and theft of Plaintiff's shipment in San Fernando, California.

1 9. This Court may exercise general personal jurisdiction
2 over Defendants to the extent they maintain continuous and
3 systematic business contacts with California

4 10. Additionally, this Court has specific personal
5 jurisdiction over Defendants because Plaintiff's claims arise
6 out of or relate to Defendants' contacts with the State of
7 California. Defendants purposefully directed activities toward
8 California by contracting to arrange, transport, or manage a
9 shipment destined for California. The theft and loss of
10 Plaintiff's property occurred within this judicial district, and
11 Defendants knew or reasonably should have known that California
12 was the intended delivery point and site of injury.

13 **FIRST CAUSE OF ACTION-BREACH OF CONTRACT**

14 **(Against Defendant GETCARRIER, LLC)**

15 11. Plaintiff incorporates paragraphs 1-10 by reference.

16 12. On or about May 2024, Plaintiff purchased 131 bikes for
17 \$75,000. Plaintiff entered into valid and enforceable
18 agreement(s) and/or arrangements with Defendant GetCarrier LLC,
19 regarding the pickup, interstate transportation, and safe
20 delivery of Plaintiff's shipment of 131 bicycles, Plaintiff
21 fully performed its obligations under the agreements by
22 purchasing the goods, paying for transportation, and preparing
23 the shipment for pickup. GetCarrier brokered the shipment, which
24 was allegedly re-brokered-without Plaintiff's knowledge or
25 consent-to another entity. The bikes were never delivered to the
26 intended destination in Sausalito, CA. Instead, they were
27 rerouted to Ontario and San Fernando, CA, where they were
28 unloaded into two box trucks and stolen.

1 13. Defendant GETCARRIER, LLC breached its contractual
2 obligations by failing to ensure the shipment was securely and
3 properly transported, and by permitting the release of the
4 shipment to an unverified party who diverted and ultimately
5 caused the loss of the goods.

6 14. As a direct and proximate result of the Defendants'
7 breach of contract, Plaintiff suffered damages in an amount of
8 more than \$75,000. As a direct and proximate result of the
9 breach, Plaintiff suffered damages in an amount in excess of
10 \$75,000, and that sum will be proven at trial.

11 **SECOND CAUSE OF ACTION - NEGLIGENCE**

12 **(Against All Defendants Except Defendant Empire National, Inc.)**

13 15. Plaintiff incorporates paragraphs 1-14 by reference

14 16. Defendants herein owed Plaintiff a duty of reasonable
15 care in arranging, handling, releasing, and transporting
16 valuable cargo. Defendants herein breached that duty by failing
17 to verify driver identity, check the legitimacy of shipping
18 documents, and protect against unauthorized re-brokering or
19 diversion.

20 17. As a direct and proximate result of the herein
21 Defendants' Negligence, Plaintiff's shipment was stolen,
22 resulting in substantial damage exceeding \$75,000.00, and that
23 sum to be proven at the trial.

SIXTH CAUSE OF ACTION - NEGLIGENT ENTRUSTMENT

(Against All Defendants Except Defendant Empire National, Inc.)

30. Plaintiff incorporates paragraphs 1-29 by reference

31. Defendants, and each of them, negligently entrusted the transportation of Plaintiff's valuable shipment to an individual or entity whom they knew or, in the exercise of reasonable care, should have known, was unfit, incompetent, unqualified, or inadequately vetted to perform the transportation services in a safe, secure, and lawful manner.

32. Defendants failed to undertake reasonable measures to verify the qualifications, legal authority, fitness, and identity of the person or entity to whom they entrusted possession and control of the shipment.

33. As a direct and proximate result of said negligent entrustment, the entrusted party misdelivered and/or failed to safeguard the shipment, resulting in its theft and causing Plaintiff to suffer financial damages exceeding in the amount of \$75,000.00, or such other amount as may be proven at trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and severally as permitted by law, as follows:

As to Defendant Empire National, Inc. only (Carmack Amendment claim):

1. Actual Damages: For recovery of the actual loss or injury to goods transported in interstate commerce, pursuant to the Carmack Amendment, 49 U.S.C. § 14706, including but not limited to:

- a. The full replacement value of the 131 lost e-bikes; and
- b. Other actual transportation-related losses proven at time of trial;

2. Pre-Judgment and Post-Judgment Interest: Pursuant to U.S.C. § 1961 and applicable federal law.

3. Such other and further relief as the Court deems just and proper under the Carmack Amendment.

As to all other Defendants (Except Empire National):

1. Compensatory Damages: For general and special damages in amount exceeding \$350,000, or according to proof at trial, including but not limited to:

- a. Lost profits and business interruption damages;
- b. Any other contract or tort-based damages allowed under California law;

2. Restitution and Disgorgement: For all benefits unjustly retained by Defendants as a result of their wrongful conduct, where such remedy is available under law or equity;

1 3. Punitive and Exemplary Damages: Where authorized by law
2 and solely in connection with Plaintiff's tort-based claims,
3 for willful misconduct and conscious disregard of Plaintiff's
4 rights;

5 4. Attorneys' Fees and Costs: As permitted by applicable
6 California law, equitable doctrine, or contractual agreement.

7 5. Pre-Judgment and Post-Judgment Interest:

8 a. As permitted under California Civil Code §§ 3287-
9 3289; and

10 b. Any other applicable authority under state law;

11 6. Such other and further relief as the Court deems just and
12 proper.

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14
15 **GRANT LAW**

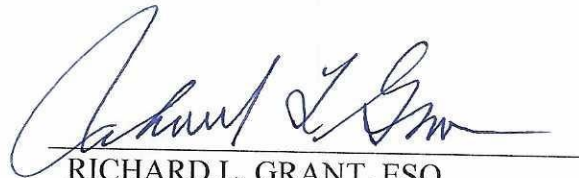
16
17
18 Dated: 9/1/25

19 By: 
20 RICHARD L. GRANT, ESQ.

21 ATTORNEY FOR PLAINTIFF
22 VACATION BIKE RENTALS, LLC
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CERTIFICATE OF SERVICE

I hereby certify that on ~~July 11~~ ^{Sept. 2,}, 2025, A true and correct copy of the foregoing Plaintiff's Second Amended Complaint was served via the Court's CM/ECF System, which will send notice of said herein filings to all Counsel and all parties not represented by Counsel.


RICHARD L. GRANT, ESQ.
ATTORNEY FOR PLAINTIFF
VACATION BIKE RENTALS, LLC